THE PUNJAB EMPLOYEES' SOCIAL SECURITY INSTITUTION
(HEAD OFFICE)
3/A, Gulberg-V, Lahore.

TENDER FEE:	**Rs. 1000/- (Non-refundable)**
LAST DATE OF RECEIPT:	**03.07.2015 (10:30 A.M.)**
DATE OF OPENING:	**03.07.2015 (11:00 A.M.)**
Delivery Period.	**90-days for CIF Basis (Insurance shall be the responsibility of the firm)**
Bid Security:	**2% of quoted price in shape of CDR in favour of Commissioner PESSI.**

SUBJECT: - **TERMS & CONDITIONS REGARDING PURCHASE OF ELECTROMEDICAL EQUIPMENTS FOR VARIOUS PESSI HOSPITALS IN PUNJAB**

Technical specifications for the purchase of electromedical equipments for various PESSI Hospitals in Punjab.

Instructions to the bidders, General Conditions of contract, special conditions of Contract & schedule of requirements are detailed in the bidding document available at PPRA Web Site, **www.ppra.punjab.gop.pk** & PESSI Website, **www.pessi.gop.pk.**

NO.SSP ( )/ / / Dated Lahore, the 2015.

M/s. _____

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DIRECTOR (PURCHASE)

LIST OF EQUIPMENTS TO BE PROCURED
FOR THE FINANCIAL YEAR 2015-16

Sr. #	Name of Item	Qty	Station Where Required		Mode of Procurement
1	**Ventilator(ICU)**	**11**	Islamabad OKARA FSD JAURABAD NSSSH MULTAN KLP SHEIKHOPURA GUJRAT	**1** **1** **2** **1** **1** **1** **2** **1** **1**	CIF
2	**Cardiac Monitor (Non Invasive)**	**25**	Islamabad OKARA FSD (Emergency) FSD(ICU) FSD(CCU) SIALKOT JAURABAD NSSSH Gujranwala Multan KLP SHEIKHUPURA GUJRAT	**1** **1** **2** **3** **5** **1** **1** **2** **2** **2** **1** **2** **2**	CIF
3	**Defibrillator**	**7**	FSD Gujranwala Multan KLP GUJRAT	**2** **2** **1** **1** **1**	CIF
4	**ECG Machine (Three Channel)**	**6**	FSD SIALKOT JAURABAD SHEIKHOPURA NSSSH	**1** **1** **1** **1** **2**	CIF
5	**Cardiac Resuscitation Trolly (Defibrilator)**	**3**	SIALKOT KLP SHAHDRA	**1** **1** **1**	CIF

SPECIFICATION OF EQUIPMENTS

Sr. No	Name of Equipment	Total Qty	Specifications
1.	**Non Invasive Cardiac Monitor .**	**25**	12 inches or more color TFT LCD screen, adjustable light intensity and volume; display multi- channel real time waveforms & trend diagram simultaneously. Suitable for adults and pediatrics . Display for approximately 7 or more waveforms simultaneously, big-font to read from distance, Audible & visual alarm and adjustable alarm limits. Trend data storage, up to approximately 7 days or more. Waveform , trend tables and trend diagrams. Technical Specifications: **ECG** Input 3 /5 wires ECG cable, Lead section I, II, III, aVL , aVF, V, Gain selection x1/4, x1/2, x1, x2, x4 and automatic, Sweep speed 6.25mm/s, 12.5mm/s, 25mm/s, 50mm/s, Heart rate range 15~300bpm , Calibration ±1 Mv, **NIBP** Method Oscillometric method, Measurement type Adult, pediatric, Measurement parameter Systolic, Diastolic, Mean, Measurement method Manual , Automatic, Continuous measurement, Unit mmHg/kPa selection, **PRINTER (for printing Data, Optional).** **SpO2** Display type Waveform, Data, Measurement range 0~100%, Accuracy 1%,Pulse rate range 30~250bpm, Accuracy ±1bpm ,SpO2 resolution 1bpm , 2-Temperature (Rectal & Surface),Number of channel 2 channel, Measurement range 0~50℃, Resolution 0.1 ℃, Display T1, T2, ΔT, Unit ℃/℉ selection, 2-Respiration (Impedance & Nasal Tube), Measurement range 0~150 bpm, Accuracy ±1bpm, Resolution 1bpm, POWER REQUIREMENT Working voltage 220V/50 HZ Battery backup 3 hours 01 set of ECG cable,10 pieces of ECG electrode,1 set of NIBP extend cable,1 set of NIBP adult and pediatric Cuffs,1 set of RESP nasal cavity pipe, 1 set of TEMP surface probe,1 set of TEMP cavity probe, 1 set of integrated adult and pediatric SpO2 sensors, Power supply cable ,Wall mounting with storage for leads. Complete unit along with all necessary accessories ready to use.

2.	**Three Channel ECG Machine.**	**06**	Three Channel ECG on at least 3 Inches LCD display, Mode: Automatic/Manual, Variable gain: ½, 1, 2 cm / mV, Thermal recorder for printing out Three Channels simultaneously, Recording Trace Speed: 12.5, 25 and 50 mm/sec, Muscle Artifact and AC (50 Hz) Interference Filters, Defibrillator Protection, Mains AC as well as Battery Operation.(220 V-50 Hz.),Built-in AC interference, noise filter and baseline connection, Capability to interface with LAN / WLAN for data transfer, Complete with Interpretation Software, Complete with standard accessories, including patient cable and re-usable electrodes, Paper Roll 05, GEL 1 Ltr, Mobile Cart (local),
3.	**DEFIBRILLATOR WITH Local Trolley .**	**07**	Biphasic Technology, AED Mode, Built in battery for at least 150 shocks, Defibrillation output Synchronized to ECG, with Sync indicator, Delivers a biphasic shock even at270 J (External) & 50j (Internal),Control of Energy charging/delivered on main panel & apex paddle, Charging time 5 sec. at least, Charging indication, Option of Voice Prompt Guidance during every operation. **Display:** Color TFT LCD 5'' or more, Displayed Curves : **ECG** From defibrillator Paddles, From Defibrillator disposable electrode, From 3/5 ECG Cables, Lead selection from paddles and lead 1,2,3 through patient cable, Adjustable size of ECG Wave form, Synchronized output with ECG, Heart rate alarm(manual/ pace mode , HR measurement by paddles and ECG cable. **Alarm System:** Alarms, Alarm with acoustic and visual signals, Event storage . **Pacemaker:** Pacing mode: Fixed or demand, Waveform: Rectilinear ,constant current, Pulse Width: 40msec, Current Amplitude: adjustable with 1mA resolution, Rate: adjustable with 1ppm resolution. **AED Mode:** The user is guided by clear screen and voice commands through the resuscitation procedure according to the latest ERG guidelines. **Printer:** Multichannel thermal printer **Power:** Built in rechargeable battery for 3 hours or more, Built in mains supply 220-240 VAC 50 Hz. **Standard Accessories:** 1 Pair of external paddles for adult and Pediatric use. 1 ECG cable (3 Leads), Pacing cable, Cable for Disposable electrodes(with 5

			Electrodes),5 rolls of papers, 1 User manual, 1 Power cable, 1 Standard Bottle ECG Gel. Complete unit on trolley (local).
4.	**Resuscitation Trolley imported, with Defibrillator.**	**03**	Dished top. Approx. trolly size 800 x 500mm Approx. Cart/Trolley for to use in hospital wards for resuscitating patients. Made of durable, resistant to disinfectant and anti-bacteria material, Large 5-inches castors ,of which two are to be lockable. Frame includes handles for easy and rapid mobility ,drawers of different sizes, lockable to assure safety of material and drugs. Lift-up work flap .Lower cupboard with locking, secured all drawers . Double hook stainless steel I.V. Pole. Low level plastic bumper bar. Universal rail system fitted to width of trolley. The cart to accept a variety of the accessories like Ambus, small oxygen bottle and other material for resuscitation, Complete manual resuscitation set in Rigid case. Ambu bag with O2 reservoir, valve ,face Mask for Adult and Child. 2 x stainless steel cylinder holders for D or E size cylinders.(Certified Oxygen Cylinders complete with reducer regulator ,gauge tubing and set of masks), Cardiac board with brackets at rear of trolley. Sphygmomanometer with adult and peads Velcro cuff and rail with clamps .Electronic timer and rail clamp. - Pen torch, Artery forceps (2). Dressing scissors (2), gloves dispenser ,waste container. neurological hammer. Extension wire, Venturi suction unit with O2 outlet ,regulator , Guage and 2.0 liter jar with necessary tubing . O2 flow meter fitted to O2 venture outlet 0-15 lpm. Yankauer suction tube and connecting tubing. **Intubation set comprising**: Magill introducing forceps, Set disposable E.T. tubes (5) x5, 2 helix mouth-opener of plastic type;3 Guedel airways, Tongue depressor , Oxygen tube. Set of Macintosh laryngoscope with blades at least from n° 1 to n° 4; Adjustable defibrillator tray. **DEFIBRILLATOR** Biphasic Technology, AED Mode, Built in battery for at least 150 shocks, Defibrillation output Synchronized to ECG, with Sync indicator, Delivers a biphasic shock even at270 J (External) & 50j (Internal),Control of Energy charging/delivered on main panel & apex paddle, Charging time 5 sec. at least, Charging indication, Option of Voice Prompt Guidance during every operation. **Display:** Color TFT LCD 5'' or more, Displayed Curves : **ECG** From defibrillator Paddles, From Defibrillator disposable electrode, From 3/5 ECG Cables, Lead selection from paddles and lead 1,2,3 through patient cable, Adjustable size of ECG Wave form, Synchronized output with ECG, Heart rate alarm(manual/ pace mode , HR measurement by paddles and ECG cable. **Alarm System:** Alarms, Alarm with acoustic and visual signals

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5.	**ICU Ventilator.**	**11**	**ICU Ventilator.** Micro-processor controlled Ventilator with positive pressure Ventilation, for Peadriatic and adult range, Operatable on Central Gas Supply as well as on suitable Medical Compressor(to be supplied along), Peadriatic Mode, Controllled, Asst.Controlled, Pressure controlled, SIMV/V and SIMV/P, Bipressure ventilation, CPAP and PEEP, Facility for Non Invasive Ventilation, Plateau facility and Apnea Back-up Ventilation, Electronic Blender for Blending Air and Oxygen, (Calibrated), Oxygen Sensor, LCD/TFT Display 10 inches or more for Graphical presentation, Trend display, Wave forms and loops curves Adjustable I:E ratio with Inverse ratio, Automatic leak compensation, Safety Pressure relief Valve. Volume and pressure triggered, Frequency of Breath range 5 to 150 mL/min.(approx.) Tidal Volume max. 200 to 2000 ml (approx.) for adult patient 50 to 300 ml (approx) for peads

			Alarms:- Hi/Lo Inspiratory Pressure, Hi/Lo Tidal Volume ,Hi/Lo FI O2,Apnea,Power Failure, Gas failure, Battery Lo. ,Circuit disconnection and obstruction, ALARM MUTE. **Selectable and Monitored Parameters,** Monitoring of FiO2, Inspired & Expired volumes, Pressure waveforms, PAW, Flow waveforms, Spirometry loops .Peak Pressure, PEEP, Ventilation rate, Inspiratory and expiratory time, Oxygen concentration (in 1% increment),Tidal Volume, Mean Air way Pressure, Inspiratory rise time ,Et CO2 measurement, curve and loops display. Wave shaping. Air way Gas heating with Humidifier and Chamber(Digital Display and control). Complete workable unit with trolley/pole mounted (mobile) ,Two of the casters with Brakes, Circuit Hanger, Reusable Patient Circuits for adult (2 complete set), Reusable Patient Circuits for peads (2 complete set), Compressor mounted on the same stand as the unit, Builtin Battery backup. Nebulizer (Ultrasonic) complete set, O2 pressure regulator with house (01), House for O2 connection with connector 5 meters approx, House for compressed air with connector, 5 meters approx, On-line Imported true Sine wave UPS for 3 Hours Back up. Dry Batteries), Complete working unit along with necessary connectors, Test Lung, Hoses, connectors, Adapters, Patient circuits, Masks, Nasal Prongs, Bellows, Water Traps, Air filter ,Certified Cylinders for Oxygen and other necessary accessories to be supplied, Operation on 220 V-50 Hz.

Note:
Warranty for all items shall be 02 years from the date of installation.

BIDDING DOCUMENT FOR PURCHASE OF EQUIPMENTS YEAR 2015 – 2016

PUNJAB EMPLOYEES SOCIAL SECURITY INSTITUTION
(HEAD OFFICE)
3/A, GULBERG-V, LAHORE.
Ph. No.042-99263122

Instructions to Bidders (ITB)

General Instructions:

1. Content of Bidding Document

1.1 The goods required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

(a) Instructions to Bidders (ITB);
(b) General Conditions of Contract (GCC);
(c) Special Conditions of Contract (SCC);
(d) Schedule of Requirements;
(e) Contract Form;
(f) Manufacturer's Authorization Form;
(g) Bid Form; and
(h) Price Schedule.
(i) Technical Specifications;

1.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

2. Source of Funds

2.1 The Punjab Employees Social Security Institution has allocated for purchase of medical equipment under the relevant head of Account during the financial year 2009-2010 (herein referred to as the "Procuring Agency").

3. Eligible Bidders

3.1 This Invitation for Bids is open to all original Manufacturers/authorized Sole Agents of Foreign Principals in Pakistan for supply of goods.

3.2 The bidder must possess valid authorization from the Foreign Principal / Manufacturer and in case of Manufacturer; they should have a documentary proof to the effect that they are the original Manufacturer of the required goods.

3.3 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), PESSI, a local body or a public sector organization.

3.4 Any offer not received as per terms and conditions of the Bedding documents is liable to be ignored. No offer shall be considered if:-

i. Received without earnest money from any firm.
ii. It is received after the time and date fixed for its receipt.
iii. The tender is unsigned
iv. The offer is ambiguous.
v. The offer is conditional.
vi. The offer is from a firm, black listed, suspended or removed from the approved list.
vii. The offer is received by telegram/fax.
viii. Offer received with shorter validity than required in the tender enquiry.
ix. The offer is for store not conforming to specification indicated in the tender enquiry. No counter offer will be accepted.

4. Eligible Goods and Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source Countries and all expenditures made under the contract shall be limited to such goods and services.

4.2 For the purpose of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related services such as transportation, insurance, after sale service, spare parts availability, etc. For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing, or substantial and major assembly of components, a commercially recognized product is produced that is substantially different in basic characteristics or in purpose or utility from its components.

5. Cost of Bidding

5.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing or by cable or by phone, and shall be binding on them.

7.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

8. Qualification and Disqualification of Bidders

8.1 In the absence of prequalification, the Procuring Agency shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the evaluation criteria.

8.2 The determination shall take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to evaluation criteria as well as such other information as the Procuring Agency deems necessary and appropriate.

8.3 An affirmative determination shall be a pre-requisite for Award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

8.4 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities, may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.

8.5 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Supplier was false and materially inaccurate or incomplete.

8.6 Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be black listed.

9. Corrupt or Fraudulent Practices

9.1 The Procuring Agency requires that all Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency:

a. defines, for the purposes of this provision, the terms set forth below as follows:

I. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution; and

II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid

Submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;

b. shall reject a proposal for Award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

Preparation of Bids

10. Language of Bid

10.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

11. Documents Comprising the Bid

11.1 The bid prepared by the Bidder shall comprise the following components:

(a) A Bid Form and Price Schedule completed in accordance with instructions to the bidder (to be submitted along with financial proposal);

(b) Documentary evidence established in accordance with instruction to the bidder. that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;

(c) Documentary evidence established in accordance with instruction to the bidder that the goods to be supplied by the Bidder are eligible goods and conform to the bidding documents.

12. Bid Form and Price Schedule

12.1 The Bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents indicating the goods to be supplied, a brief description of the goods, specifications, taxes, quantity, and prices.

13. Bid Prices

13.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid price of the goods, it proposes to supply under the Contract.

13.2 Form for Price Schedule is to be filled in very carefully, and should be typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number/ bid number of the quoted item may be marked or highlighted with red/yellow marker.

13.3 The Bidder should quote the prices of goods according to the technical specifications. The specifications of goods, different from the demand of enquiry, shall straightway be rejected.

13.4 The Bidder is required to offer competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

13.5 Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bidder.

13.6 While tendering your quotation, the present trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained after the bid has been submitted.

14. Bid Currencies

14.1 Prices shall be quoted in Pak Rupees in case of free delivery basis (FOR).

14.2 **P**rice shall be quoted in foreign currency in case of CIF/C&F basis. State Bank of Pakistan's foreign currency selling rate will be considered from the date of opening of financial bid (Import Cases).

15. Documents Establishing Bidder's Eligibility and Qualification

15.1 The Bidder shall furnish, as part of its technical bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

15.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under instruction to the bidder.

15.3 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall include:

(a) The Supplier/ agent shall have to produce letter of authorization from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided.

(b) National Tax Number (NTN) and General Sales Tax Number (if applicable) with documentary proof shall have to be provided by each Bidder in the tender.

(c) The Bidder/ Manufacturer shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm has not been blacklisted in the past on any ground by any Government (Federal, Provincial), PESSI a local body or a public sector organization. On account of submission of false statement the Bidder shall be disqualified forthwith and subsequently black listed.

(d) The Bidder should have minimum two years or more experience in the market, as specified for relevant equipment which will be counted from the date of Authorized Letter of Principal/Local Manufacturer. Similarly it is mandatory that the item to be quoted by the Bidder/ Manufacturer should have already been used in different public/ private Institution/ hospitals. Documentary proof shall have to be provided in this regard.

(e) The Bidder is required to provide with the technical proposal the name of item(s), tender number and serial number in the exact manner as quoted in the financial proposals.

(f) The Bidder must indicate the country of origin of the goods, capacity of production of the firm (in case of manufacturer), its financial status, necessary assurance of quality production, Certificate(s) for conformity with International standards of Quality (original or attested certification) and list of qualified (attested degrees or certification) technical persons along with qualification and trainings (including details of CNIC), payroll details of staff, list of main service, testing and calibration tools and supervisory staff working in the production and quality control departments in the manufacturing plants.

(g) The Bidder (in case of manufacturer) shall provide a list of plant, major machinery and equipment installed in the factory. All necessary equipment must be calibrated and validation certificate to be included in the technical bid.

(h) In case of non-local manufacturers the list of Countries in which the specific product is available and is in use. Information to be duly certified by the appropriate Punjab Chapter of the Chamber of Commerce.

(i) The Bidder shall provide firms balance sheet, latest tax paid, audit inspection report (if undertaken) and at least one year bank statement.

(j) The Bidder shall provide total list of products it supplies in the market. The Bidder shall also supply attested copy of the first invoice for the specific product for which bidding is being undertaken. The Bidder shall also be responsible for providing up to date and authentic contact details of both private and public hospitals to which it has supplied over the last two years. Bidder shall also provide supply order details over last one (01) year with complete and up to date details of its distribution sub-offices or/and representatives.

16. **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents.**

16.1 Pursuant instruction to the Bidder shall furnish along with technical proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

16.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered, with a certificate of origin issued by the Manufacturer.

16.3 Submission of sample (where demanded): If so required by the technical committee, to be recorded in writing, the bidder shall provide a sample or demonstration as the case may be.

17. Bid Security

17.1 Bid Security in the form of 2% of quoted amount will have to be deposited in the form of call deposit and in case the offer is withdrawn, amended or revised during the validity period of the offer, the bid security is liable to be forfeited.

18. Bid Validity

18.1 Bids shall remain valid for a period of ninety (90) days after opening of Technical Bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

18.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reasons

to be recorded in writing, if an extension is considered necessary, all those who have

submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity. Such extension shall not be for more than the period equal to the period of the original bid validity.

18.3 Bidders who,

(a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and

(b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids, if any.

Submission of Bids

19. Format and Signing of Bid

19.1 The bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.

19.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

19.3 All biding documents to be duly attested (signed and stamped) by the authorized person of company.

20. Sealing and Marking of Bids

20.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope.

20.2 The inner and outer envelopes shall:

a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

b) bear the Institution/Hospital name and number indicated in the Invitation for Bids, and shall be inscribed by the following sentence: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the invitation for Bid.

20.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as non-responsive or late.

20.4 If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

21. Deadline for Submission of Bids

21.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address specified Instruction to the bidder not later than the time and date specified in the Invitation for Bids.

21.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with Instruction to the bidder in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Bid

22.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to Instruction to the bidder shall be rejected and returned unopened to the Bidder.

23. Withdrawal of Bids

23.1 The Bidder may withdraw its bid prior to the deadline specified in the invitation to bid.

23.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in Instruction to the bidder Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deem necessary by the Procuring Agency.

The Bidding Procedure(under Punjab Procurement Rules 2014)

24. Single stage – two envelopes bidding procedure

24.1 Single stage – two envelopes bidding procedure shall be applied:

(i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal; the

(ii) envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;

(iii) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;

(iv) the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened;

(v) The Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;

(vi) during the technical evaluation no amendments in the technical proposal shall be permitted;

(vii) The financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;

(viii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders; and

(ix) The bid found to be the lowest evaluated bid shall be accepted.

Opening and Evaluation of Bids

25. Opening of Bids by the Procuring Agency

25.1 The Procuring Agency shall initially open only the envelopes marked "TECHNICAL PROPOSAL" in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The Bidders' representatives who are present shall sign the Attendance Sheet as evidence of their attendance. However, the envelope marked as “FINANCIAL PROPOSAL” shall remain unopened and shall be retained in safe custody of the Procuring Agency till completion of the evaluation process.

25.2 The Bidders' names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal/ bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to instruction to bidder. However, at the opening financial proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

25.3 The Procuring Agency shall prepare minutes of both the technical proposal as well as the financial proposal bid opening.

26. Clarification of Bids

26.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

27. Preliminary Examination

27.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

27.2 In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

27.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation (or changes the substance of the bid), provided such waiver does not prejudice or affect the relative ranking of any Bidder.

27.4 Prior to the detailed evaluation, pursuant instruction to the bidder the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or

reservations to critical provisions shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

27.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

28. Evaluation and Comparison of Bids

28.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to instruction to bidder.

28.2 The Procuring Agency's evaluation of technical proposal/ bid shall be on the basis of previous performances, test reports, inspection of plant/ factory/ premises, previous experience, financial soundness and such other details as already highlighted. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to the bidder

28.3 All bids shall be evaluated in accordance with the evaluation criteria instruction to the bidder and other terms and conditions set forth in these bidding documents.

28.4 In case of procurement on C&F/ CIP/ CIF basis; for the purpose of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees in pursuant to instruction to the bidder. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

28.5 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

29. Evaluation Criteria

29.1 For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous experience, engineering/ technical capabilities, financial soundness and such other details as the Procuring Agency at its discretion, may consider appropriate shall be taken into consideration. The following evaluation factors/ criteria will be employed on **technical proposals.** The number of points allocated to each factor shall be specified in the Evaluation Report. Only bids securing minimum of 70% marks would be declared technically accepted.

i) After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. Bidders' attendance at the opening of financial proposals is optional.

ii) Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders and the technical score of the bidder shall be read aloud. The financial proposal of the bidders who met the minimum qualifying mark shall then be inspected to confirm that they have remained sealed and unopened (financial proposals o those Bidders failing to secure minimum marks in the technical evaluation shall be returned unopened). These financial proposals shall be then opened, and the total prices read aloud and recorded.

29.2 Evaluation Criteria

For the purposes of evaluation the word "Product" would mean the specific item included in the bidders bid, the specific make and model the bidder is including in the bid.

The Product to be purchased shall be evaluated under all/any of the following assessment parameters depending upon the nature of the product and as determined by the Technical Committee.

S.#	Assessment Parameter	Marks
1.	Product certification • Certificates FDA/CE(MDD)/JIS Any two certificates = 8 Any one certificate = 4 • For Local Products ISO = 5 ISO 14000 = 3	08
2.	Additional beneficial features above the required specifications	02
3.	Financial soundness • Income Tax Paid = 4 • Balance sheet = 8 OR • Bank statement = 6 If balance sheet and bank statements both are deposited then only marks of balance sheet (8 marks) would be counted. Tapering down phenomenon regarding rating of marks shall be applied on competitive firms	12
4.	General overall sale in reference to the product Relative proportion amongst the bidders would be measured. Tapering Down phenomenon in marking would be applied.	08
5.	Overall reputation in reference to the product Overall reputation of the product shall be envisaged by following criteria • No. of references/certificates provided regarding performance of the product from head of the concerned institute/hospital. References/certificates of the product shall be verified by the department independently.	10
6.	Brand, make and model of the product a. Local product with I. International market = 10 II. Only local market = 08 b. Foreign product I. In two or more continents = 06 II. In single continent = 04	10
7.	Product specialization Product must be as per latest technology and internationally recognized by practitioners Proof in form of reviews, opinions, articles etc. in acknowledged journals etc. of such to be provided by the bidder. Scoring shall be comparative. Sophisticated items Whereas sophisticated items are those electro medical equipments which need after sale service and maintenance.	10

8.	***Local manufacturer/agent capacity for technical services in reference to the product.*** ***Agent of foreign manufacturer shall provide a certificate from the foreign principal verifying the standard of repair workshop as upto the mark.*** ***Whereas for local manufacturer being the manufacturing agency needs not to furnish such certificates of repair workshop.*** ***A. Repair workshop and service agreement as per makers recommendations of each products = 12*** • ***If 100 percent makers recommendations are not followed then zero marks shall be awarded (may be discussed more)*** ***B. Spare parts and accessories = 08*** ***<u>Local manufacturer/principal shall clearly define which parts and accessories are replaceable and under warranty.</u> Scoring shall be done accordingly in reference to extent of spare parts being covered under such warranty.***	***20***
9.	***Availability of technical staff of the company/firm in reference to the product.*** ***Following two components shall be considered in ascertaining the availability/expertise of technical staff.*** ***A. <u>Number of technical staff = 10</u>*** ***I. At least two technical staff members = 5*** ***II. One additional number for every additional technical member shall be granted with maximum up to 10*** ***B. <u>Qualification marks = 10</u>*** ***B.Sc.degree in Engineering from recognized institution shall be granted one additional mark. However, B.Tech (may be discussed more) shall not be considered for additional mark. M.Sc/Master degree holder from recognized institution shall be granted 2 additional marks.*** ***Only bibs securing minimum of 70% marks would be declared as technically accepted.***	***20***

<u>Important Note</u>:- Parameter at Sr. No. 5 would be given a high weightage and in this context, the participating firms are directed to submit the references/ certificates regarding the performance of the products from the head of the concerned Institution/ hospital alongwith the technical bids, failing which their offer may be liable to be rejected. Furthermore the department shall verify independently references of the product quoted by the firm.

29.3 Financial proposals would be evaluated as follows:

i) Incomplete bid shall stand rejected.

ii) Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency.

30. Contacting the Procuring Agency.

30.1 No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the

time of the bid opening to the time the Contract is awarded.

30.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

31. Rejection of Bids

31.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

31.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 30.1 towards Bidders who have submitted bids.

31.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

32. Re-Bidding

32.1 If the Procuring Agency rejects all bids in pursuant to instruction to the bidder, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

32.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

33. Announcement of Evaluation Report

33.1 The Procuring Agency shall announce the results of bid evaluation of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

Award of Contract

34. Acceptance of Bid and Award criteria

34.1 The Bidder with technically evaluated lowest financial bid, if not in conflict with any other law, rules, regulations or policy of the Government, shall be awarded the Contract, within the original or extended period of bid validity.

35. Procuring Agency's right to vary quantities at time of Award

35.1 The Procuring Agency reserves the right at the time of Contract award to increase or decrease, the quantity of goods originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

36 Limitations on Negotiations

36.1 Save as otherwise provided there shall be no price negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder: provided that the extent of the negotiation permissible shall be subject to the regulations issued by the PPRA, 2014.

37. Notification of Award

37.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered letter that its bid has been accepted.

37.2 The notification of Award shall constitute the formation of the Contract.

38. Signing of Contract

38.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.

38.2 Within ONE week of receipt of the Contract Form, both the successful Bidder and the Procuring Agency shall sign and date the Contract on the legal stamp paper. The Procuring Agency shall issue Purchase Order on the same date of signing of Contract. If the successful Bidder, after completion of all codal formalities shows inability to sign the Contract then their bid Security/ earnest money to the extent of proportionate percentage shall be forfeited and the firm shall be blacklisted minimum for two years for future participation. In such situation the Procuring Agency

may make the Award to the next lowest evaluated Bidder or call for re-bidding.

39. Performance Guarantee.

39.1 The Performance Guarantee will be 10% of the contract amount. The performance security shall be deposited in the shape of deposit at call (CDR). In case, the contractor fails to execute the contract strictly in accordance with the terms and conditions laid down in the contract, the security deposited by him shall be forfeited and the store purchased at his risk & expense.

39.2 Failure of the successful Bidder to comply with the requirement of instruction to the bidder shall constitute sufficient grounds for the annulment of the Award, in which event the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

40. Schedule of Requirement.

40.1 The supplies shall be delivered within 90 days w.e.f the next date after the date of issue of Purchase Order (without penalty), and with prescribed penalty, as per following schedule of requirement:

40.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 1% per week of the cost.

41. Redressal of grievances by the Procuring Agency.

41.1 The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

41.2 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report under rule35.

41.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

41.4 Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

41.5 Any bidder not satisfied with the decision of the committee of the Procuring Agency may lodge an appeal in the relevant court of jurisdiction

General Conditions of Contract (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

a. "The Contract" means the agreement entered into between the Procuring Agency and the Successful bidder, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

c. "The Goods" means electro medical equipment which the Supplier is required to supply to the Procuring Agency under the Contract.

d. "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Institute/ Hospital, transportation of goods up to the desired destinations and other such obligations of the supplier covered under the Contract.

e. "GCC" mean the General Conditions of Contract contained in this section.

f. "SCC" means the Special Conditions of Contract.

g. "The Procuring Agency" means The Punjab Employees Social Security Institution.

h. "The Procuring Agency's Country" is the country named in SCC

i. "The Supplier" means the individual or firm supplying the goods under this Contract.

j. "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services.

3.2. For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.

4. Standards

5. 4.1 The goods supplied under this Contract shall conform to the standards mentioned in the bidding documents/ Technical Specifications.

5. Use of Contract Documents and Information

5.1 The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

5.4 The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier.

6. Patent Rights

6.1 The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

7. **Submission of Samples**

7.1 The samples shall be submitted as per detail in instruction to the bidder

8. Ensuring Storage/ Installation Arrangements

8.1 To ensure storage and installation arrangements for the intended supplies, the Supplier shall inform end user for pre-requisites well in time for proper installation. In case the Supplier abides by the given time frame he shall not be penalized for delay.

8.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 1% per week of the cost.

9. Inspections and Tests.

9.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.

9.2 For the purpose of inspections and tests of equipment. The Supplier, all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be liable for penalty on account of that delay. The cost of such lab tests shall be borne by the Manufacturer/ Supplier.

9.3 The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods have been installed at Procuring Agency's destinations.

9.4 Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. Physical Examination/ Inspection of Goods

10.1 The goods shall be acceptable subject to physical inspection, tests and/ or in accordance with the approved sample as decided by the Procuring Agency.

11. Delivery and Documents

11.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods. The details of documents to be furnished by the Supplier are specified in SCC.

12. Insurance

12.1 The goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is Seller's responsibility.

13. Transportation

13.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Schedule of Requirement.

13.2 Transportation including loading/ unloading of goods shall be arranged and paid for by the Supplier, and related cost shall be inclusive in the Contract price. The addresses of destinations/ offices shall be provided at the time signing of Contract.

14. Incidental Services

14.1 The Supplier shall be required to provide the incidental services as specified in SCC and the cost of which should include in the total bid price.

15. Warranty

15.1 A warranty of two years will be provided free of cost including parts however in case of high tech equipment if mentioned in the specification, the warranty shall be five years free service and parts at the installation site.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC. The currency of payment is Pak. Rupees which will be paid after installation and satisfactory report by the Inspection Committee for Duty Delivered Pay (DDP)/free delivery at the

consignee end.

16.2 In case of Import cases the payment will be made 100% via establishing the LC at sight and receiving shipping documents/ Bill of lading, Insurance, Inspection certificate of the manufacturer, Country of origin, compliance of International standards of quality as per bid as per INCOTERMS.

17. Prices

17.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.

18. Contract Amendments

18.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.

20. Subcontracts

20.1 The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.

21. Delays in the Supplier's Performance

21.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by amendment of Contract.

21.3 Except as provided under GCC Clause 8.2, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause.

21.2 without the application of liquidated damages.

Penalties/Liquidated Damages

22.1 In case of late delivery beyond the presented period, penalty as specified in SCC shall be imposed upon the Supplier/ Manufacturer. The above Late Delivery (LD) is subject to GCC Clause 24, including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 23.

22.2 If the firm provide substandard item and fail to provide the item the payment of risk purchase (which will be purchased by the indenter) the price difference shall be paid by the Firm.

22. Termination for Default

23.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

a. if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 8.2; or
b. if the Supplier fails to perform any other obligation(s) under the Contract.
c. if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: **"corrupt practice"** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution.

   "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to misplanning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted by PESSI (Head Office) for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

26. Arbitration and Resolution of Disputes

26.1 The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

26.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

26.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. Commissioner, PESSI or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties

27. Governing Language

27.1 The Contract shall be written in English language. Subject to GCC Clause 28, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

28. Applicable Law

28.1 This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

29. Notices

29.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed to other party's address specified in SCC.

29.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later

Special Conditions of Contract (SCC)

1. The equipment is required by the consignee within 90 days. However, the bidder are required to indicate their own guaranteed earliest date by which the store will be supplied by them.
2. Cash receipt (in original or photo copy) token of having purchase the tender, must accompany the offer.
3. Offer not fulfilling any of the conditions of the bidding documents shall straightway be ignored.
4. Rates should be quoted in foreign currency for on CIF basis in case of imported equipments and in Pak rupees on FOR basis in case of local equipments, including all taxes (in case of FOR).
5. Offer of the firm not quoting rates both in word and figures shall be ignored.
6. Attested copy of any registration certificate held by the company may be attached.
7. The bidder will certify that the price quoted against the tender is/are not more than the prices charged from any agency for the proceeding 180 days (Government and Private) in Pakistan and in case of any discrepancy, the bidder hereby undertakes to refund the price charged in excess.
8. The Principal of the firms must give a certificate that the rates offered are not more than the trade price.
9. In case the offering firm is quoting the store of any manufacturer/ foreign principal he should submit '*authority letter*' from a manufacturer/ foreign principal for a particular store with the offer, with an under taking that in case the sole agent/quoting firms fails to fulfill its contractual obligations/supply of spare parts/after sale service during five years, the principal would be responsible for the same. In case of failing the local firm, the foreign Principal will cancel their agency. Moreover the institution has reserved the right to blacklist the firm.
10. The period for free supply of spare parts found out of order due to any reason functional etc. would be 24 months from the date of installation. Further the firms will ensure supply of spare parts for 05 years after the expiry of warranty period. In case of failure, the firm will be blacklisted.
11. The contracting firm would supply spare parts/accessories at reasonable rates not more than printed price list of local manufacturer/manufacturer in the country of origin after 2 years free supply.
12. The bidders must certify that:
    a) Item quoted is of latest and current production model and mention the year of manufacture.
    b) Item quoted is being manufacturing batch/serial number within the last one year of date of quotation.
    c) The firm will make sure that the machine/parts/spares/ accessories should be

manufactured/made/packed in the country of origin and also shipped from country of origin.

d) L/C will be opened in the country of origin or at the head quarter of the company.

e) Principal will provide the information regarding below mentioned items.

i) The trade price of machine/equipment.

ii) The place of opening L.C.

iii) Certificate from Principal that no equipment has been or will be exported to Pakistan except this arrangement.

iv) Agency of the Company.

v) No document will be acceptable after opening of tender.

vi) In case of wrong information security will be forfeited and company will be black listed.

13. The Commissioner reserves the right to increase or decrease quantity of material or item.
14. Separate tender documents should be submitted with each offer and each alternate offer along with separate tender purchase receipt.
15. The Commissioner reserves the right to wave off/relax any department tender enquiry condition of any particular offer at any stage, in the public interest.
16. If any part is not genuine and it comes to the knowledge of the PESSI (Hospitals), the PESSI will be entitled for re-claiming or replacing and also damages for it. Institution reserves the rights to blacklist the firm.
17. The purchaser can negotiate the quantity, quality and allied accessories of the respective equipment with the successful bidder before issuing the purchase order.
18. The warranty period will be 2-5 years according to specifications of relevant equipments and the firm will be responsible for replacing of equipment/store.
19. For purchase on both FOR/CIF basis 10% security will be obtained from the successful bidder in the shape of CDR.
20. Installation will be made by the supplier and its cost will be borne by him. The period of warranty will start from the date of installation and certified by the inspection committee.
21. If any training/demonstration is required to the operation staff, firm will provide such facility free of cost as described in specifications of relevant equipments.
22. Firm will provide the profile of each of the equipment of this tender which has already been installed/working in any government/teaching institution.
23. The Commissioner does not pledge himself to accept the lowest bid and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and the bidder shall supply the same at the rate quoted. The bidders are at liberty to tender for the whole or any portion to the state in the tender that the rate quoted shall apply only if the entire quantity is purchased.
24. The successful bidder shall be required to furnish complete details of suitable layout foundations installation creation and test, operations and maintenance.
25. The packing of goods shall be suitable for transport by Sea, Rail and Air unless other packing is specifically required in the invitation to tender. The cost of packing/repacking shall always be borne by the bidder.
26. Reasonable/responsible person should be deputed at the time of opening of tender. In case

of misbehavior the earnest money will be forfeited besides other punitive action.

27. The plants and machinery offered shall always be completed with its normal standard accessories fitting and toll kit and spare parts, if any.

28. Inspection authority will be Commissioner PESSI.

29. 100% payment will be made by the Commissioner PESSI on production of satisfactory inspection and installation report duly signed by the consignee in case of purchase on F.O.R. Basis.

30. All applicable charges for custom clearance including detension charges if any, insurance and transportation to the consignee's end shall be borne by the firm however the necessary documents for custom clearance shall be provided by the PESSI subject to the request submitted by the firm, in the same regard.

31. In case of non-clearance of the stores due to the late receipt of or incomplete shipping documents (not being in-conformity with the contract) the supplier will be fully responsible for payment of demurrage etc. and they will also be held responsible for all consequences arising from such incomplete documents.

Supplier Address for notice purpose

address

……

……

Procuring Agency's

for notice purpose shall be the

DIRECTOR PURCHASE
PESSI HEAD OFFICE
3/A, Gulberg-V, Lahore

.

Note: All assessments and procuring i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules, 2014.

Sample Collection Form

To be filled by Technical Committee

Name of Item	Make/Model	Quantity	Reason	Date of Submission

Signature of Director (Purchase)

To be filled by Supplier

Name of Item	Make/Model	Batch No.	Clarification of the Observation	Dated

Signature of Bidder

Manufacturer's Authorization Form

[See Clause 3.1 (a) of the Instruction to Bidders]

To: *[name of Procuring Agency]*

WHEREAS *[name of the Manufacturer]* who are established and reputable Manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against I FB No. *[reference of the Invitation to Bid]* for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letter head of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

CONTRACT FORM

THIS CONTRACT is made at on ___day of 2015, between the Commissioner, PESSI (hereinafter referred to as the PESSI of the first Part: and M/s. (Firm Name) a firm having its registered office at (address of the firm) (hereinafter called the "Supplier) of the Second Part (hereinafter referred to individually as "Party and collectively as the "Parties").

WHEREAS the PESSI invited bids for procurement of goods, in pursuance where of M/s. (_____) being the Manufacturer/authorized Supplier/authorized Agent of (Item name) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the PESSI has accepted the bid by the Supplier for the supply of (Item name) and services in the sum of Rs. (amount in figures and words) cost per unit, the total amount of (quantity of goods) shall be Rs. (_____).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract".
2. The following documents shall be deemed to form and be read and construed ad integral part of this Contract viz:-

    a. The Price schedule submitted by the bidder.
    b. The Schedule of Requirements.
    c. The Technical Specifications.
    d. The General Conditions of Contract.
    e. The Special Conditions of Contract.
    f. The PESSI Notification of Award;
    g. The scope of work.
    h. The Contract; and the Bid & its clarifications.
    i. The Bid & its clarifications.
    j. The contracted specifications (attached as annexure)
3. In consideration of the payments to be made by the PESSI to the Supplier/Manufacturer as hereinafter mentioned, the Supplier/Manufacturer hereby covenants with the PESSI to provide the Goods and services and to remedy defects therein conformity in all respects with the provision of this Contract.
4. The PESSI hereby covenants to pay the Supplier in consideration of the provision of the goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. (The Supplier) hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit form PESSI or any administrative subdivision or agency thereof or any other entity owned or controlled by it PESSI through any corrupt business practice.
6. Without limiting the generally of the foregoing, (the Seller supplier) represents and warrants that it has fully declared the brokerage, commission, fees etc. paid of payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary any commissioner, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form PESSI, except that which has been expressly declared

pursuant hereto.

7. (The Supplier) certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PESSI and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. (The Supplier) accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PESSI under any law, Contract or other instrument, be void able at the option of PESSI.
9. Notwithstanding any rights and remedies exercised by PESSI in this regard. (The Suppler) agrees to indemnify PESSI for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PESSI in an amount equivalent to tent time the sum of any commission, gratification, bribe, finder's fee or kickback given by (The Seller/Supplier) as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form PESSI.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. Commissioner PESSI or his nominee shall act as sole arbitrator. The decision taken and/or award made by the sole arbitrator shall be final and binding on the parties.
11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

IN WITNESS Whereof the parties hereto have caused this contract to be executed at _____(the place) and shall enter into force on the day, month and year first above mentioned.

Signed/Sealed by the Manufacturer/ Authorized supplier/authorized Agent. 1. 2.	Signed/Sealed by Authorized officer PESSI 1. 2.

BID FORM

Date: _____

Tender No._____

To

Commissioner,
PESSI,

Respected Sir/Madam

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum of (Total Bid Amount) (Bid Amount in words) or such other sums as may be ascertained in accordance with the schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of requirements.
If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of _____percent of the Contract price for the due performance of the Contract, in the form prescribed by the PESSI.

We agree to abide by this bid for a period of (number) days from the date fixed for bid opening under ITB Clause 18 of the instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Name and address of bidder (If none, state "none" Date this day of 20__. Signature (in the capacity of) Duly authorized to sign bid for and on behalf of	

Price Schedule

(Goods to be procured under DDP/Free delivery at consignee's end basis)

Name of Bidder _____

Tender No. ----------

Sr. No. (As listed in invitation of bid)	Name of Item (As listed in invitation of bid)	Make/Model and country of Manufacturer and origin	Specifications (Complete Details)	Qty	Unit Price (Rs)	Sale and other taxes (Specify the type and kind of taxes applied)	Total Cost (Rs)
1.							
2.							
3.							
						Grand Total	

Sign and Stamp of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Price Schedule

(Goods to be procured under LC basis)

Name of Bidder_____

Tender No. ----------

Sr. No. (As listed in invitation of bid)	Name of Item (As listed in invitation of bid)	Make/Model and country of Manufacturer and origin	Specifications (Complete Details)	Quantity	Unit Price (FOB) (foreign currency)	Freight Charges	Insurance	Total Cost (foreign currency)
1.								
2.								
3.								
							Grand Total	

Sign and Stamp of Bidder_____

Note: In case of discrepancy between unit price and total, the unit price shall prevail. Foreign currency rate will be considered on the date of opening of financial bid as per rate of state bank.

CHECK LIST

S.#	DETAIL	YES/NO	PAGE #
	KNOCK OUT CLAUSES.		
1.	Original receipt for purchase of tender (F-6)		
2.	Minimum one year business history from the date of authorization.		
3.	Mandatory warranty of the product as per terms and conditions of the contract. Proof that the company is authorized to give warranty on behalf of the Principal to be provided.		
4.	Acceptance of terms and condition, tender documents duly signed and stamped.		
5.	Company profile including engineering and *managerial* capability.		
6.	An affidavit on stamp paper of Rs. 100/- submitting following clauses: 1) that maintenance of equipment and replacement of defective parts under warranty shall be done, II) that the firm is never blacklisted on any grounds whatsoever.		
7.	Price should not be mentioned on technical bid.		
8.	Bank statement/ Balance sheet, National tax number and General Sale Tax number certificate.		
9.	List of products supplied to Govt. Hospital and private sector.		
10.	Literature/brochure of product.		
11.	Manufacturer authorization form (Proof in form of reviews/opinions).		
12.	Certificate/documentary proof to the effect that the Principal is the original manufacturer of the required goods (major components, mainframe, etc).		
13.	Bidder must indicate the country of origin (whereas the country of origin is the country where more than 50% of parts of the machine are manufactured).		
	GENERAL CLAUSES		
14.	Certificates regarding quality of production for conformity with International Standards (copy of certificate FDA CE, JIS)		
15.	Detail of technical staff to be provided.		
16.	Latest tax paid, balance sheet, audit inspection report, at least one year bank statement.		
17.	Supply orders detail over last one year (minimum Government and private as case may be.		

Note: Fill in the check list properly/completely along with the page marking of the documents enclosed